

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12,17, 23, 24 & 30</i>				1. REQUISITION NUMBER 36- 3230		PAGE OF 1 26					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DTRS57- 01- B- 60003		6. SOLICITATION ISSUE DATE 06/20/2001				
7. FOR SOLICITATION INFORMATION CALL :		a. NAME GUY HILLMAN			b. TELEPHONE NUMBER <i>(No collect calls)</i> (617) 494- 3401		8. OFFER DUE DATE/LOCAL TIME 07/24/2001 1400 ET				
9. ISSUED BY U. S. DOT/RSPA/Volpe Center 55 Broadway Kendall Square Cambridge MA 02142				CODE DTS- 852		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 336510 SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13A. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS	
15. DELIVER TO See Schedule				CODE		16. ADMINISTERED BY U. S. DOT/RSPA/Volpe Center 55 Broadway Kendall Square Cambridge MA 02142		CODE DTS- 852			
17A. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE					
TELEPHONE NO.		<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES					21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT	
	Delivery: 270 Days After Award										
0001	Purchase of up to seventy-two, seventy-ton box					72.00	EA				
	Continued ...										
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>				
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>					
30b. NAME AND TITLE OF SIGNER <i>(Type or Print)</i>				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(Type or Print)</i>				31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER	
						38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						42a. RECEIVED BY <i>(Print)</i>					
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT <i>(Location)</i>					
						42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS			

REF.NO. OF DOC. BEING CONT'D.
DTRS57- 01- B- 60003

PAGE
2

OF
26

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	cars Transportation of each boxcar to Crane, IN	72.00	EA		

SECTION III - CONTRACT CLAUSES

3.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.dot.gov/ost/m60/tamtar>

52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. MAR 2001

Addendum Paragraph (a) Warranty and Inspection is hereby amended as follows:

Warranty

The contractor shall provide a warranty of one (1) year beginning date of government acceptance at final destination location. Warranty shall cover labor, parts, material, equipment and any associated transportation required to support this warranty. Work performed under warranty requiring contractor(s) at other locations different than the original destination, shall be at the contractor's expense.

Inspection Procedure

Each car shall be examined by the contractor and certified that it meets the specifications and minimum requirements of the specifications contained herein. Government inspections shall be done at the contractor's plant and again at the Army installation facility. The installation facility will be the point of final acceptance by the government. Any car that fails to meet the specifications and minimum requirements of the specifications contained herein during final inspection shall be repaired within a fourteen-day period from when the Government inspectors reject that such car. In the case where there may be catastrophic failure or damage to a car in route to destination the timeframe of the repair shall be negotiated between the contractor and the Government.

The Government will verify final specification compliance at the point of final acceptance. The PD250 form will be used to convey the equipment to the U.S. Army at the installation.

The following check list shall apply:

Boxcar Inspection Checklist

Interior	<i>Walls</i>	No exposed nails, screws or other metal fasteners.
		All interior wood is matched and even.
		Interior lining system shall completely cover ends and walls from floor to ceiling
	<i>Floors</i>	No exposed nails, bolts, crews or other metal fasteners.
		Tongue and groove planking min. 2 ½-inches (63.5-mm) thick
		All flooring shall be matched and even.
		No drilling or burning of steel floors where wood deck overlay is permitted.
Exterior	All surfaces are clean and free of dust, dirt and debris.	
	General overall appearance is clean and structurally correct. Structural damage is nonexistent or proper repairs have been made. No evidence of sags or twists in car body.	
Doors	All doors shall be straight, roll smoothly and operable by one person.	
	All doors shall fit properly to insure that they are watertight.	
	All doors shall fit properly to insure that there is no sign of direct visible light through closed doors.	
	All doors shall have operating double locks.	
Body	Must be free from any tears, rips, large dents or severe corrosion or oxidation.	
	Properly stenciled according to AAR interchange rules.	
	A properly programmed AEI tag attached and registered with the AAR.	
	Check to insure outside vents are plugged	
Trucks	Underframe is damage-free and structurally intact.	
	Springs are correct for car application.	
	Wheels are in accordance with specifications.	
	Side bearings have proper clearances.	
	Wheel bearings are in accordance with AAR requirements.	
Couplers	Side frame matched in accordance with Rule 88 of (AAR).	
	Check pockets for repairs or cracks.	
	Check for proper height of coupler (34 ½-inches (876.3-mm) from top of rail to center).	
Brakes	Check and measure coupler knuckle for operation and condition.	
	Check all air brake valves and system for correct functioning and proper size and type.	
	Check main reservoir, both emergency and main.	
	Check angle cocks, both A and B end.	
	Check all brake rigging for cotter pins and worn out lever pins.	
	Check brake levers for operation, contact with other car body.	
Ladders/ walkways	Check hand brake for operation and correct application.	
	Check all safety hangers.	
	Check for proper clearances and applications.	
Paint	Check to insure ladders are secured properly.	
	Check end over draft gear walkways for application, sound condition and size.	
	Check to insure roof is totally free of pinholes or structural separation.	
	Mil thickness of topcoat and primer in specification	
	Colors are correct.	
Roof	Stenciling is level and straight, correct spelling and dimensions	
	Car numbers are verified identical on both sides of railcar.	
	No flaking, bubbling, orange peel or scrapes.	

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL
BUSINESS CONCERNS. (10%) JAN 1999

**3.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR
EXECUTIVE ORDERS - COMMERCIAL ITEMS. (MAR 2001)**

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[*Contracting Officer shall check as appropriate.*]

x (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

[] (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

[] (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

[] (ii) Alternate I to 52.219-5.

[] (iii) Alternate II to 52.219-5.

[x] (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

[] (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

[] (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

[] (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii)[] Alternate I of 52.219-23.

[x] (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- [] (10) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [x] (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- [x] (12) 52.222-26, Equal Opportunity (E.O. 11246).
- [x] (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- [x] (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- [x] (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- [x] (16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).
- [] (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- [] (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- [x] (18) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a - 10d).
- [x] (19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- [] (ii) Alternate I of 52.225-3.
- [] (iii) Alternate II of 52.225-3.
- [] (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- [] (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- [] (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- [] (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- [x] (24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).
- [] (25) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (31 U.S.C. 3332).
- [] (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- [] (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

[x] (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

[] (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

[] (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

[] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).

[] (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components -

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

SECTION IV - DOCUMENTS, EXHIBITS, ATTACHMENTS

Specifications for Used Railway Boxcars

1. General Requirements

- 1.1 The contractor shall provide railway boxcars in accordance with this specification. This includes the material and labor to recondition, inspect, test and deliver, including transportation costs and the railroad boxcars for transporting Class-A explosives. The specifications and minimum requirements are listed below and include warranty requirements:
- 1.2 The railroad boxcars shall satisfy all of the following documents in effect at the time of this procurement:
 - 1.2.1 Association of American Railroads Manual of Standards and Recommended Practices.
 - 1.2.2 Field Manual of Association of American Railroads Interchange Rules.
 - 1.2.3 Code of Federal Regulations, Federal Railroad Administration, Railroad Freight Car Safety Standards, CFR-49, Part 215.
 - 1.2.4 Code of Federal Regulations, CFR-49, Part 174.104: Class-A Explosives: Car Selection, etc.
 - 1.2.5 Code of Federal Regulations, CFR-49, Part 231, Railroad Safety Appliance Standards.
 - 1.2.6 American Welding Society Standards
 - 1.2.7 American Society for Testing and Materials
- 1.3 Boxcars will have a commercial standard 56 ½-inch (1,435-mm) gage, a minimum load capacity of 70-tons (63.503-tonne) and have new sliding doors on both sides having a clear width dimension of 10-feet (3048-mm) minimum. Door heights shall be in accordance with AAR Standards for sliding doors Plate-C cars. Boxcars shall be mounted on two 4-wheeled trucks.
- 1.4 All cars to be delivered in this contract shall meet the current AAR Interchange Rules to insure a useful life greater than 25 years after delivery at destination. All proposed boxcars shall comply with AAR Interchange Rules 88 and 90.
- 1.5 All boxcars shall be equipped with new or remanufactured journal roller bearings, and in accordance with AAR Specification M-934, Section H (all volumes).
- 1.6 The cars shall be in a condition to move Class-A explosives as specified in Code of Federal Regulation CFR-49, Part 174.104.
- 1.7 The boxcar's interior length shall be 50-ft. (15.24-meters) minimum.
- 1.8 The cars provided herein shall meet AAR Clearance - Diagram plate "C", Equipment Diagram for Unrestricted Interchange service and AAR Manual of Standards and Recommended Practices, Section C.
- 1.9 The cars provided herein shall be capable of negotiating a minimum 250' horizontal curve radius uncoupled.

- 1.10 All replacement parts on the cars and trucks shall be the same as on the original construction certificate or approved under the AAR Interchange Rules and AAR Recommended Standards and Practices in effect at time of reconditioning. All components manufacturing or remanufacturing must have AAR certifications of compliance as defined by AAR Recommended Standards and Practices in effect at the time work is done.
- 1.11 The contractor shall obtain and provide AAR approvals to change road marks and shall pay all fees required for administration, inspections and Universal Machine Language Equipment Register (UMLER) registration as required by the AAR Mechanical and Transportation Division for interchange.

2. Specific Requirements

Specification requirements of the boxcars provided shall adhere to the following:

2.1. Superstructure

- 2.1.1 All cars shall have steel sheathed sides with wood-lined interior.
- 2.1.2 Boxcars shall be equipped with new sliding doors and shall be in accordance to Plate-C opening specified in Standard S-212-88
- 2.1.3 Floor strength design shall be per AAR M-1001, Volume I, Section 4.1, Par 4.1.4, Lift Truck Wheel Loads.
- 2.1.4 Boxcar superstructure must be free of heavy rust and pits.
- 2.1.5 Boxcars shall be weatherproof and fireproof with doors in the closed position in accordance with AAR Recommended Standards and Practices S-212-88.
- 2.1.6 No direct light shall shine through doors when closed.

2.2. Interior of Box

- 2.2.1 All box interiors shall be clean and free of any grease or lubricant residue.
- 2.2.2 Plywood floor covering or wall lining shall not be allowed over original wood flooring or wall lining.
- 2.2.3 Any steel structural damage is to be repaired to maintain the load carrying capabilities.
- 2.2.4 Wooden floors of boxcars shall be totally renewed. Replacement shall be as specified by AAR M-907-A-91, Vertical Grain Laminated Wood Flooring for Freight Cars. No drilling or burning of steel floors to accommodate wood floor application will be allowed. Stud welding to steel floor top surface is acceptable.

- 2.2.5 All heads on bolts, frame clips, threaded nuts, etc. shall be countersunk so the top of the fastener will be $\frac{3}{4}$ -inch \pm $\frac{1}{16}$ -inch (19.05-mm \pm 1.587-mm) from top of floorboards. Fasteners will be epoxy covered and no epoxy will protrude beyond board height.
- 2.2.6 Replacement wooden side linings shall be totally renewed with minimum $\frac{3}{4}$ -inch (19.05-mm) thick commercial standard CS45 interior type plywood conforming to Federal Specification NN-P-530 and shall be installed with no metallic material surfaces exposed. Metallic fasteners, if used, shall be epoxy covered with a minimum of $\frac{1}{4}$ " \pm $\frac{1}{16}$ (6.35-mm \pm 1.587-mm) of epoxy.
- 2.2.7 Interior plywood and wall liner shall be installed to completely cover the side walls and end walls of the boxcar's interior.
- 2.2.8 Plywood shall be installed with minimal spacing at seams. Any gaps in the plywood interior shall be filled and rendered smooth.
- 2.2.9 Moisture content of lumber used in boxcars shall be as specified by AAR Recommended Practices RP-204-78.

2.3. Underframe

- 2.3.1 Steel spark shields shall be required under wood floors exposed to truck brakes per AAR M-926-92.
- 2.3.2 All center plates are to be inspected, measured and reconditioned if needed, and lubricated with molybdenum disulfide discs and shall conform to current AAR Standard S-305.
- 2.3.3 Car body bolster and truck bolster center plates shall be matched per AAR Specification M-202-83 and truck bolsters shall have the car road number and A or B end identified on them and shall conform to current AAR Standard S-312.

2.4. Draft Gears and Couplers

- 2.4.1 Draft gear and cushion underframe devices shall be inspected and tested in accordance with maintenance guidelines provided as built by their respective manufacturers' specifications and maintenance manuals.
- 2.4.2 All cars shall have new or re-qualified bottom shelf type-E couplers at both ends. The uncoupling arrangement shall be such that an AAR approved replacement rod can be applied without modification to the carbody or the uncoupling device support brackets. Knuckles shall be of reduced slack design. The design shall provide for the compensation of wear on mating parts in order to maintain a slack free condition.
- 2.4.3 All cars shall have manganese steel for all coupler-carrier wear-plates.

2.5. Cushioning Devices

- 2.5.1 The car shall be equipped with end-of-car cushioning devices as approved by AAR Specification M-921C, Approved Reconditioned Cushioning Devices for Freight Service.

2.6. Brake System

- 2.6.1 Boxcars shall be equipped with new high-friction composition brake shoes per AAR M-926-92.
- 2.6.2 Train line support shall be a trolley arrangement such as illustrated as typical in AAR Manual Section E, Brakes and Brake Equipment, S-427.
- 2.6.3 Brake heads shall have provisions for rejecting cast iron high phosphorus brake shoes.
- 2.6.4 New brake hoses shall be installed.
- 2.6.5 Hand brake wheels shall be the vertical type and shall be mounted at the lower authorized position on the boxcars.
- 2.6.6 Boxcar handbrakes shall comply with AAR Standard S-475-91, Specifications for Geared Hand Brakes
- 2.6.7 Boxcars shall have all new or remanufactured brake valves.
- 2.6.8 Brake valves shall be minimum ABDW or later models.

3. Trucks and Bearings

- 3.1. Wheels shall be new curved plate cast carbon steel or new wrought Class "B" or "C" heat-treated steel. Wheels shall be minimum one wear, thirty-three (33) inches (838.2-mm) in diameter minimum. Wheels shall conform to the AAR Specification M-107.
- 3.2. Body side-bearings shall comply with AAR Specification M-948-77, Specifications for Truck Side-bearings.
- 3.3. All bearings including body side-bearings shall be remanufactured or new non field-lubricated. Bearing work shall be performed within 6 months prior to shipment.
- 3.4. Journal roller bearings shall be minimum 70-Ton (63.503-tonne) capacity, non field-lubricated, new or reconditioned from AAR certified vendors or shops.
- 3.5. Trucks shall be either stabilized or ride control type.
- 3.6. Truck frames, bolsters, snubbers and springs shall be reconditioned or new. Reconditioned truck side frames and bolsters shall conform to current AAR Standard M-214-95. Springs shall conform to AAR Standard M-1001 Appendix O.

4. Testing

Before shipment of the boxcars, the following tests and inspections are to be conducted. A U.S. DOT and/or VOLPE Center representative may witness these tests and inspections. The Contractor shall provide the Contracting Officer with a two-week notice prior to conducting all tests and inspections.

4.1. Brake System

- 4.1.1. The entire airbrake system shall be tested to insure correct functioning of all components.
- 4.1.2. The cars shall be tested with a single car-testing device in accordance with AAR code for the type of brake equipment used.
- 4.1.3. All pipe joints shall be tested for leaks at an air pressure of 90-psi (620.53 Kpa).
- 4.1.4. Any air leaks or brake valve failure found shall be completely repaired and the car retested.
- 4.1.5. The brake cylinder piston travel shall comply with Rule 3 of the AAR Interchange Rules Field Manual and shall be tested for interference and correct travel.

4.2. Water Test

- 4.2.1. As well as conforming to CFR 174.104, boxcars shall be tested for water tightness with doors in the closed position. Any leaks found shall be completely repaired and the car retested.

4.3. Inspection Procedure

- 4.3.1. Each car shall be examined by the contractor and certified that it meets the specifications and minimum requirements of the specifications contained herein. Government inspections shall be done at the contractor's plant and again at the Army installation facility. The installation facility will be the point of final acceptance by the government. Any car that fails to meet the specifications and minimum requirements of the specifications contained herein during final inspection shall be repaired within a fourteen-day period from when the Government inspectors reject that such car. In the case where there may be catastrophic failure or damage to a car in route to destination the timeframe of the repair shall be negotiated between the contractor and the Government.
 - 4.3.1.1. The Government will verify final specification compliance at the point of final acceptance. The PD250 form will be used to convey the equipment to the U.S. Army at the installation.

4.3.1.2. The following check list shall apply:

Boxcar Inspection Checklist

Interior	<i>Walls</i>	No exposed nails, screws or other metal fasteners.
		All interior wood is matched and even.
		Interior plywood lining system shall completely cover ends and walls from floor to ceiling
	<i>Floors</i>	No exposed nails, bolts, screws or other metal fasteners.
		Tongue and groove planking min. 2 ½-inches (63.5-mm) thick
		All flooring shall be matched and even.
		No drilling or burning of steel floors where wood deck overlay is permitted.
		All surfaces are clean and free of dust, dirt and debris.
Exterior	General overall appearance is clean and structurally correct. Structural damage is nonexistent or proper repairs have been made. No evidence of sags or twists in car body.	
Doors	All doors shall be straight, roll smoothly and operable by one person.	
	All doors shall fit properly to insure that they are watertight.	
	All doors shall fit properly to insure that there is no sign of direct visible light through closed doors.	
	All doors shall have operating double locks.	
Body	Must be free from any tears, rips, large dents or severe corrosion or oxidation.	
	Properly stenciled according to AAR interchange rules.	
	A properly programmed AEI tag attached and registered with the AAR.	
	Check to insure outside vents are plugged	
	Underframe is damage-free and structurally intact.	
Trucks	Springs are correct for car application.	
	Wheels are in accordance with specifications.	
	Side bearings have proper clearances.	
	Wheel bearings are in accordance with AAR requirements.	
	Side frame matched in accordance with Rule 88 of (AAR).	
Couplers	Check pockets for repairs or cracks.	
	Check for proper height of coupler (34 ½-inches (876.3-mm) from top of rail to center).	
	Check and measure coupler knuckle for operation and condition.	
Brakes	Check all air brake valves and system for correct functioning and proper size and type.	
	Check main reservoir, both emergency and main.	
	Check angle cocks, both A and B end.	
	Check all brake rigging for cotter pins and worn out lever pins.	
	Check brake levers for operation, contact with other car body.	
	Check hand brake for operation and correct application.	
Ladders/ walkways	Check all safety hangers.	
	Check for proper clearances and applications.	
	Check to insure ladders are secured properly.	
Roof	Check end over draft gear walkways for application, sound condition and size.	
	Check to insure roof is totally free of pinholes or structural separation.	

Paint	Mil thickness of topcoat and primer in specification
	Colors are correct.
	Stenciling is level and straight, correct spelling and dimensions
	Car numbers are verified identical on both sides of railcar.
	No flaking, bubbling, orange peel or scrapes.

5. Documentation

- 5.1. The contractor shall deliver to the Contracting Officer a schedule of production, inspection and delivery of the rail boxcars and documentation two weeks after contract award notification. Documentation and listing of the AAR certified shops and certified welding personnel scheduled to perform work on the cars shall be delivered within two weeks after contract award.
- 5.2. The contractor shall provide documentation upon delivery on all cars by road number. If the cars are identical, the documentation may be provided for each type of boxcar with a listing of the road numbers that apply to each type of car. The contractor shall provide to the Volpe Center as a deliverable eight (8) copies each of the information that covers the car dimensions and components for identification and maintenance and two (2) copies each of all certifications, tests, repairs and inspections. The contractor shall also provide the U.S. DOT Volpe Center the authority to copy and distribute for their use, any documentation including that which is copyrighted.
- 5.3. The documentation shall include:
 - 5.3.1. The car specification sheet (UMLER inputs)
 - 5.3.2. General arrangement drawings as built or modified D-size Mylar drawings and AutoCAD format.
 - 5.3.3. Drawings must indicate the location of Damage Free (DF) loading equipment as attached to walls or ends if equipped.
 - 5.3.4. A listing of all of the components on the car with the manufacturer's numbers, component model numbers and the required maintenance manuals for each type of truck, brake system, and underframe cushion device on the cars delivered.
 - 5.3.5. A listing of all items that were changed modified or replaced on each car for this procurement.
 - 5.3.6. The results of all inspections and tests
- 5.4. All repairs, reconditions, inspections and tests must be conducted and documented by a shop which uses AAR approved practices and procedures and is recognized by the railroad industry. If the wheels or bearings have to be replaced, an AAR approved certified shop must perform work. A railhead and a recognized railroad must service the contractor's facilities. The facilities must also meet the OSHA and EPA recognized standards.

6. Paint Specifications

All boxcars shall be stenciled USAX as the new owner's mark. The Contracting Officer will provide boxcar numbers not to exceed six digits after award of the contract.

- 6.1. Paint application to Boxcars. (Note, stencils are painted not adhesive decals)

Car Body	Yellow
Under Frame	Black (underframe to be fully painted prior to floor installation)
Trucks	Black (fog coat only)
Doors	Red
Lettering Stenciling	Red on yellow (United States Army)
All other AAR or DOT required stenciling to be	White on red and black on yellow
Paint Thickness	4-mil minimum dry thickness combined primer and topcoat

- 6.2. Paint Specifications for boxcars, shall conform to AAR Standard M-1001 Section C, Part II, Section 5.2 and include the following:

Paint Classification	Urethane or Acrylic
Federal Color Standard	595B
White	#17925
Black	#17038
Yellow	#13538
Red	#11105
Primer	Urethane Compatible
Substrate	Primed Steel
Pre-treatment	Sandblasted
Compliance Status	3.5 lbs/gal (0.419 kg/L) VOC mixed (maximum)

7. Delivery Requirements and Schedule

- 7.1. The contractor shall contact the Contracting Officer for confirmation of schedule dates of the inspection at contractor's plant and approval before shipment.
- 7.2. All boxcars shall be delivered within 270-days from the contract award date.
- 7.3. Delivery of the boxcars will be to the following destinations:

- Crane, Indiana

8. Warranty

The contractor shall provide a warranty of one (1) year beginning date of government acceptance at final destination location. Warranty shall cover labor, parts, material, equipment and any associated transportation required to support this warranty. Work performed under warranty requiring contractor(s) at other locations different than the original destination, shall be at the contractor's expense.

SECTION V - SOLICITATION PROVISIONS

5.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.dot.gov/ost/m60/tamtar>

5.2 CONTRACT AWARD UNDER TEST PROGRAM

Contract Award Under Test Program

This procurement is being conducted in accordance with Federal Acquisition Regulation Subpart 13.5 - Test Program for Certain Commercial Items. The contracting officer is utilizing policies and procedures prescribed in Part 12, Acquisition of Commercial Items, Part 13, Simplified Acquisition Procedures, and Part 14, Sealed Bidding.

52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS. OCT 2000

Addenda to FAR Provision 52.212-1: the following provisions are incorporated by reference.

52.212-34 SUBMISSION OF OFFERS IN ENGLISH LANGUAGE APR 1991

52.212-35 SUBMISSION OF OFFERS IN U.S. CURRENCY APR 1991

5.3 52.212-2 EVALUATION - COMMERCIAL ITEMS. (JAN 1999)

(a) The Government will award a contract based on the lowest price per car by destination up to the required quantity of seventy-two (72) Reconditioned 70 ton Box Railcars from those bids determined to be both responsible and responsive and meet the requirements of this IFB. The unit price bid will be added to the destination charge bid to determine the lowest price per unit, per destination. The Government may award less than the total quantity offered by a bidder. The Government will not make an award if price is considered unreasonable even if the total quantity is not achieved.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**5.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS.
(APR 2001)**

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service -

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern -

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

[] TIN: []

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

[] Government entity (Federal, State, or local);

[] Foreign government;

[] International organization per 26 CFR 1.6049-4;

[] Other []

(5) *Common parent*.

[] Offeror is not owned or controlled by a common parent;

[] Name and TIN of common parent:

Name []

TIN []

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: []

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).]* The offeror represents as part of its offer that it * is, * is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either -

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) * *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(d) *Representations required to implement provisions of Executive Order 11246*
- (1) Previous contracts and compliance. The offeror represents that -

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that -

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act - Balance of Payments Program Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Balance of Payments Program - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act - Balance of Payments Program - Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No Country of Origin
[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program Certificate*. (Applies only if the clause at FAR 52.225-3, *Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program*, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program":

NAFTA Country or Israeli End Products:

Line Item No	Country of Origin
[List as necessary]	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No	Country of Origin
[List as necessary]	

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act - North American Free Trade Agreements - Israeli Trade Act - Balance of Payments Program Certificate, Alternate I (Feb 2000)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act - North American Free Trade Agreements - Israeli Trade Act - Balance of Payments Program Certificate, Alternate II (Feb 2000)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program":

Canadian or Israeli End Products:

Line Item No Country of Origin

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, *Trade Agreements*, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that -

(1) The offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [] Have, [] have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses; and

(4)(i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), [] has [] has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws -

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information requested by the Contracting Officer.

(i) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [] are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(j) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product []

Listed Countries of Origin []

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.